

**VA REQUEST FOR  
LEASE  
PROPOSALS  
NO. VA249-16-R-  
0082  
Louisville, KY**

**Offers due by  
04/25/2016**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 3:00pm Central Standard Time on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

*The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.*

**Warehouse RLP  
FORM R101WH (05/15)**

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# REQUEST FOR LEASE PROPOSALS NO. VA249-16-R- 0082

3/19/2016  
WAREHOUSE RLP GSA FORM R101WH (September 2014 )

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (WAREHOUSE) (MAY 2014)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Warehouse Lease described in the RLP documents. The Government will select an Offeror for award by evaluating proposals conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. The RLP documents include a lease form (Form L201WH) setting forth the terms and conditions of the Lease contemplated by this RLP. The RLP documents include a VA Proposal to Lease Space (Form 1364WH) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Offeror should not attempt to complete the lease form (Form L201WH). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data as provided by Offeror in its VA Form 1364WH into the Form L201WH lease form, creating a completed Lease. VA will transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the signature page, initial each page of the Lease, and return it to the Lease Contracting Officer (LCO).
- D. The Offeror's executed Lease shall constitute a firm offer. The Lease is not a binding contract until the LCO executes the Lease and delivers a signed copy to the Offeror.

### 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (WAREHOUSE) (MAY 2014)

- A. The Government seeks a minimum of 14,200 to a maximum of 15,000 square feet of contiguous space on a single floor in a warehouse type building. The required space is to be measured and offered by Offerors in Net Usable Square Feet (NUSF) of contiguous space within the area of consideration set forth below. Mezzanines are excluded from the area calculation of the size of the space. See section 2 of the lease for applicable NUSF standards. The required space shall be contiguous space located all on ground level. Also see Section 4 of this RLP for details on the calculation of the Present Value Price Evaluation—Warehouse Square Foot Method that will determine the lowest priced offer. The space shall have a minimum clear ceiling height of 25 feet measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 30 feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.
- B. The space shall be located in a modern quality building of sound and substantial construction in good condition and acceptable to the LCO. If not a new building, the offered space shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space in conformance with this RLP and the associated documents either attached to or incorporated by reference (and itemized in the paragraph entitled "List Of RLP Documents"). Unless specifically stated as tenant improvements (TI), the Lessor shall perform all work at Lessor's sole cost and expense.
- C. Bay Width, Bay Depth, and Column Spacing:
  - 1. Bay Width: 120 feet (the distance from one side of the bay to the other side of the bay in linear feet and inches)
  - 2. Bay Depth: 120 feet (the distance from the front of the bay to the back of the bay in linear feet and inches)
  - 3. Column Spacing: Columns shall be 10 linear feet apart from one another
- D. Floors and Floor Load:  
See lease Paragraph entitled FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) in Section 3 of the Lease.
- E. Automobile Parking: 5 parking spaces for automobiles of which 5 spaces shall be marked as reserved for the exclusive use of the Government. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.
- F. INTENTIONALLY DELETED
- G. Delivery Route: At least one unobstructed route at least 36 inches wide having no steps or abrupt changes in level to connect all accessible elements, spaces, buildings, and courses of passage.
- H. Loading Docks: (Also see the "LOADING DOCKS—SHELL (WAREHOUSE)" paragraph in Section 3 of the lease form).

Lessor shall provide a minimum of 1 loading dock(s) for the exclusive use of the Government. The dock height and configuration shall be straight. All dock doors shall include electronic openers as a part of Shell Rent unless otherwise specified in the Agency Special Requirements. Any other upgrades (e.g., security enhancements) to the dock doors shall be consider to be Tenant Improvements.

- I. Truck Turning Radius: At a minimum, a truck turning radius of 100 feet sized for 85 foot tractor and trailer for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.
- J. INTENTIONALLY DELETED
- K. INTENTIONALLY DELETED
- L. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.
- M. The lease term shall be 10 years, Five (5) years firm, Five (5) years non-firm.

Termination Right after 5 years. Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days written notice to the lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

- N. Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease.
- O. See loading dock requirements and other requirements in Section 3 of the Lease.
- P. The space requirement identified in subparagraph "A" will include 100 NUSF of office and related space. The ceiling height of this area shall be as outlined in the Special Requirements, but for price evaluation purposes using cubic volume the height of this area shall be considered to be 10 feet.

### **1.03 AREA OF CONSIDERATION (JUN 2012)**

The Government requests offers of space in the area bounded as follows:

Bounded in the northwest by North 15th St. and the Ohio River. Bounded in the northeast by interstate 264 and the Ohio River. Bounded in the southwest by Dixie Hwy and interstate 264. Bounded in the southeast by interstate 264 and interstate 64.

Buildings that have frontage on the boundary streets are within the delineated Area of Consideration.

### **1.04 PARKING (WAREHOUSE) (MAY 2014)**

A. INSIDE CITY CENTER: The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 3,000 NUSF of Space.

B. INTENTIONALLY DELETED

C. See Lease (Form L201WH) for additional parking provisions.

### **1.05 LIST OF RLP DOCUMENTS (WAREHOUSE) (APR 2015)**

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. VA249-16-L-0028 (Form L201WH)	42	A
Agency's Special Requirements	4	B
Security Requirements for Level II	7	C
Form 3516, Solicitation Provisions	5	D
Form 3517B, General Clauses	46	E
Proposal to Lease Space (Form 1364WH)	5	F
Form 1217, Lessor's Annual Cost Statement	2	G
Form 3518 Representations and Certifications	14	H
Form 12000-WH for Prelease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or Part B) (See Section 3 for applicable requirements)	8	I
Security Unit Price List	2	J
Davis Bacon Wage Rates	7	K
Past Performance Questionnaire	5	L
Small Business Subcontracting Plan	18	M

#### 1.06 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

#### 1.07 LEASE DESCRIPTION (WAREHOUSE) (MAY 2014)

Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements ("Special Requirements"), to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced Lease. See RLP Paragraphs 3.03 and 3.09 for further details on financial responsibility for various Operating Expenses. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum NUSF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

The security pricing process is described in a separate paragraph.

Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2 of the Lease.

Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease form and in the Form 3517B, which will be part of the Lease.

**1.08 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)**

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

**1.09 PRICING OF SECURITY REQUIREMENTS (SEP 2012)**

A. This proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

**1.10 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)**

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

**1.11 INSPECTION—RIGHT OF ENTRY (JUN 2012)**

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

**1.12 AUTHORIZED REPRESENTATIVES (JUN 2012)**

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

**Lease LCO:**

Hollie Dickey  
 Network Contracting Office (NCO) 09  
 1639 Medical Center Parkway, Suite 400  
 Murfreesboro, TN 37128  
 (615) 225-3427  
 Hollie.dickey@va.gov

**1.13 INTENTIONALLY DELETED****1.14 PLANNED USE BY GOVERNMENT (WAREHOUSE) (MAY 2014)**

The Government shall be entitled to use the space for any lawful purpose. However, the Government intends to initially use the space for medical supply storage. Such use may involve the use of hazardous materials. The Government will agree in the Lease to use and maintain any hazardous materials in conformance with all applicable Federal, state, and local environmental regulations.

## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

### 2.01 EFFICIENCY OF LAYOUT (WAREHOUSE) (MAY 2014)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the NUSF square footage offered, if it does not exceed the maximum NUSF square footage in this RLP offer package. If the Offeror is already providing the maximum NUSF square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- C. Space offered must have a minimum column spacing of 10 feet, an overall minimum width of 120 feet (the distance from one side of the bay to the other side of the bay in linear feet and inches), and an overall minimum depth of 120 feet (the distance from the front of the bay to the back of the bay in linear feet and inches).

### 2.02 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

### 2.03 INTENTIONALLY DELETED

### 2.04 INTENTIONALLY DELETED

### 2.05 HISTORIC PREFERENCE (SEP 2013)

- A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:
1. Historic Properties within Historic Districts.
  2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
  3. Historic Properties outside of Historic Districts.
- B. Definitions:
1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
  2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
  3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).
  4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:
1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.



2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

## **2.06 ASBESTOS (JUN 2012)**

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. The leased space shall be free of all asbestos-containing materials. Contractor shall provide certification that the building is free of all asbestos containing material.

## **2.07 ACCESSIBILITY (SEP 2013)**

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

## **2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## 2.09 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at [WWW.ENERGYSTAR.GOV](http://WWW.ENERGYSTAR.GOV).

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

**NOTE:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [www.energystar.gov](http://www.energystar.gov). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. As part of the cost effective upgrades specified under sub-paragraph D above, existing lighting systems must be upgraded to meet or exceed the stated lighting specifications in the Lease unless, with respect to upgrades otherwise in excess of the minimum stated requirements, Offeror can demonstrate, using the Building Upgrade Value Calculator discussed above, that such additional upgrades are not cost effective over the Firm Term of the Lease.

## **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous uses of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

## **2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)**

### **A. Environmental Due Diligence**

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

### **B. National Environmental Policy Act**

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

**2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (SEP 2014)**

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (*i.e.*, buildings and historic districts) and below-grade (*i.e.*, archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

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## SECTION 3 HOW TO OFFER

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### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

### 3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email in addition to submitting via CD as outlined in 5.04. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than 3:00pm Central Time on the following date at the following designated office and address:

Date: April 25, 2016

Office: Network Contracting Office (NCO) 09

Address: ATTN: Hollie Dickey  
1639 Medical Center Pkwy, Suite 400  
Murfreesboro, TN 37129

2. No later than 3:00pm Central Time on the following date at the following email address:

Date: April 25, 2016

Email Address: hollie.dickey@va.gov

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

### 3.03 PRICING TERMS (WAREHOUSE) (MAY 2014)

Offeror shall provide the following pricing information with its offer:

- A. Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
- B. Form 1364WH—Warehouse Proposal to Lease Space. Complete all sections of the 1364WH, including, but not limited to:
  1. A fully serviced Lease rate (gross rate) per NUSF and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
  2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF Space offered as required in this RLP.

3. The annual cost per NUSF and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both Form 1364C, Proposal to Lease Space, and Form 1217) for NUSF and RSF, respectively.
  4. INTENTIONALLY DELETED
  5. INTENTIONALLY DELETED
  6. A fully serviced Lease rate per NUSF and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion shall not reflect any TIs.
  7. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:** Refer to the Lease document for additional guidance.
  8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
  9. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per NUSF SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
  10. Rent concessions being offered. Indicate either on the Form 1364WH Warehouse Proposal to Lease Space or in separate correspondence.
  11. INTENTIONALLY DELETED
- C. Security Unit Price List. The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

### 3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

### 3.05 INTENTIONALLY DELETED

### 3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (MAR 2016)

Offeror shall also submit with its offer the following:

- A. Form 3518-SAM, Addendum to System for Award Management (SAM) Representation and Certifications (Acquisitions of Leasehold Interests in Real Property). Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.
- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at [www.nps.gov/nr](http://www.nps.gov/nr).
- G. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to

this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

H. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. This registration service is free of charge.

I. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in subparagraph 1 with its initial offer unless the Building meets subparagraphs 2 or 3 below.

1. FPLS Submittal Information:
  - a. Completed Form 12000-WH, Pre-lease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or PART B, as applicable). The Form 12000-WH contains two parts that must be completed depending on the area of the space the offeror proposes to lease to the Government. The offeror or an authorized representative must complete Part A when an offered space is less than 40,000 rentable square feet in area. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when offered space is greater than or equal to 40,000 rentable square feet in area. The licensed fire protection engineer must complete Part B.
  - b. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if an automatic fire sprinkler system is installed in the Building).
  - c. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a fire alarm system is installed in the Building).
  - d. Scaled floor plan drawings (1/8 inch scale, minimum) of the space offered for government lease, and a floor plan of the building showing locations and dimensions of storage area. All plans submitted for consideration shall include the locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
  - e. A valid building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the building C of O is not available or the jurisdiction does not issue a building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety related codes and ordinances.
2. If the offered Space is located on the 1st floor of the warehouse building, **AND** is 10,000 rentable square feet or less in area, **AND** the top of proposed storage is 12 feet in height or less, the Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1. However, the Offeror must submit a valid building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the building C of O is not available or the local jurisdiction does not issue a building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered space regarding compliance with all applicable local Fire Protection and Life Safety related codes and ordinances.
3. If the offered space is located on the 1st floor of the warehouse building, **AND** if the Offeror provides a building Certificate of Occupancy obtained under any edition of the IBC, **AND** the offered space meets or will meet all the Lease requirements with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, the Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1.

J. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property.

K. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

L. The architectural plans for modernization, if the offered Building is not a modern office Building.

M. Asbestos Certification

N. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. In addition, plans shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.

3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated. Plans shall comply with all requirements outlined in this RLP and shall depict all points of building ingress/egress and loading docks, including identification of dock heights (or drive-ins) and indicating the use (or not) of dock levelers.
4. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the NUSF Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the NUSF square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF square footage that the most efficient corridor pattern would have yielded.

O. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date (Warehouse)" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

P. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

Q. INTENTIONALLY DELETED

R. Information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

S. Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – RLP."

T. If the Offeror requests any deviations, the Offeror must document all deviations on Form 1364WH in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

U. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the Lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific Lease requirements concerning maintenance and restoration of the real property's hydrology.

### 3.07 TENANT IMPROVEMENTS COSTS INCLUDED IN OFFER (APR 2011)

A. The TI Cost is \_\_\_\_\_ per NUSF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Cost shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The TI Cost shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

### 3.08 INTENTIONALLY DELETED



3.09 INTENTIONALLY DELETED

3.10 INTENTIONALLY DELETED

## SECTION 4 METHOD OF AWARD

### 4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

### 4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2013)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364C—STANDARD, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

### 4.03 INTENTIONALLY DELETED

### 4.04 OTHER AWARD FACTORS (JUN 2012)

A. Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value to the Government, price and other factors considered. The evaluation of the offers submitted in response to the RLP will be conducted IAW FAR 15-101-1 Best Value Tradeoff process. Non cost factors, when combined are significantly more important than price. Technical Factors are equal in importance. Sub-factors within the technical evaluation are listed in order of importance. This is appropriate because it may be in the government's best interest to select for award to other than the lowest priced offeror or other than the highest technically rated offeror.

B. The evaluation will be based on a complete assessment of the offeror's proposal. The overall technical factor will be considered equally important to the overall past performance factor. The offerors will receive one overall rating value for the non-cost proposal evaluation factors [Technical and Past Performance]. Non cost factors, when combined are significantly more important than price.

#### 1) FACTOR 1: TECHNICAL CAPABILITY

Offers will be evaluated on contractor's ability to provide services in accordance with the RLP. The requirements listed below will be quantified and described on a scale of "Excellent" to "Unacceptable." The Technical Evaluation Board will review responses to the RLP based on the whether and to what extent the offer meets the following technical requirements:

a) Sub-Factor 1: Building and Design Concept - The Offeror is required to submit a detailed design concept narrative that addresses this factor. The exterior design shall be subject to technical and aesthetic review and approval of the Contracting Officer. The building shall be new construction of permanent materials and shall be compatible with its surroundings. Acceptable facades include stone, marble, brick, stainless steel or aluminum curtain wall systems, or other permanent materials. Overall, the building must project a professional and aesthetically pleasing appearance. Site and building design shall present a clear and direct entry sequence for patients and visitors.

b) Sub-Factor 2: Ability to Accommodate the Layout: This sub-factor considers the flexibility with which the layout meets the interior functional requirements. The space offered shall be of shape and dimensions that will accommodate the space program and interior functional requirements of VA CBOC. Consideration will be given to the number and size of floors,

column placement, shape of footprint, placement of mechanical and plumbing core, number of parking spaces provided. Preference is given to sites which can be verified to have the ability to fit the design and mission needs. The Contracting Officer will reject buildings that are unsuitable in configuration for VA clinic space.

c) Sub-Factor 3: Availability – Provide the timetable for preparing the facility for occupancy upon agreement and execution of the lease. The VA will prefer that space can be brought to suitability in the least amount of time as possible.

d) Sub-Factor 4: Quality of Site – The offeror must address each item listed below within the design concept narrative:

This factor considers the Offeror's development of the site to accommodate VA's conceptual building footprint including the required setbacks; the ingresses and egresses to and from the main (public), emergency, and staff entrances; and loading dock and service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; and how the landscaping design fits the surrounding areas, adheres to local landscaping codes, and provides an aesthetically pleasing atmosphere.

i. Compatibility of Surrounding Land Usage – This sub-factor considers the degree to which the proposed space will be located in a neighborhood consistent with corporate administrative usage and security of personnel.

ii. Degree of Access to the VA Medical Center's main campus and to public transportation which may be conveniently used by VA's patients, family and staff. Offerors must demonstrate this information within the design concept narrative.

iii. Location of inexpensive and moderately priced fast food and/or eat-in restaurants

## 2) FACTOR 2: PAST PERFORMANCE

Past performance is a measure of the degree to which an offeror has 1) satisfied customers in the past, and 2) complied with federal, state, and local laws and regulations. The assessment of past performance will be subjective, and based mainly on offeror reputations with customers and others. The Government may evaluate the performance data provided by offerors or obtained from other sources.

Past performance assessments may be based on information such as the contracting officer and evaluator's knowledge of previous experience with the supply or service being acquired, customer surveys, or other reasonable basis. The assessment will consider quality of work, timeliness of performance, company and key personnel, customer satisfaction and business relations.

Identify relevant Federal, State, or Government contracts, along with private sector contracts for similar products that your company has had within the past three years specifically in the area of healthcare management. This information shall include the company's name, contract number, contact person and telephone number.

Provide references, including names and telephone number of responsible individuals who would have firsthand knowledge of performance relative to the same type of service. Identify all Federal, State, and local Government and private contracts of similar scope, size, and complexity, square footage and description of building/campus layout. Information will also be considered regarding any significant subcontractors and key personnel records. NOTE: A minimum of three references should be provided.

## 3) FACTOR 3: COST/PRICE (NET PRESENT VALUE):

A Present Value Price Evaluation will be conducted in accordance with paragraph 4.05 of this RLP. Proposals will be evaluated on pricing completeness and reasonableness and analyzed for errors, omissions, and for unbalanced offers. Incomplete and/or unreasonably high or low proposed prices may be grounds for eliminating a proposal from competition. Total offer price, inclusive of all non-firm terms, will be evaluated.

C. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The LCO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.

D. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

## 4.05 PRESENT VALUE PRICE EVALUATION—WAREHOUSE SQUARE FOOT METHOD (MAY 2014)

### A. INTENTIONALLY DELETED

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields NUSF space within the required NUSF range. The Government will verify the amount of NUSF and will convert the rentable prices offered to NUSF prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per NUSF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per NUSF to a composite annual NUSF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per NUSF price will be determined by dividing the total annual rental by the total NUSF square footage excluding these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
3. To the gross PVC will be added:
  - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
  - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
  - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
  - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
  - e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364C any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per NUSF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.
    - o The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 NUSF square feet, which is \$300,000, and A/E fees of 5%.
    - o The underlying costs equals the TIA divided by (1 + A/E fee percentage)  
 $\$300,000 / 1.05 = \$285,714.29$
    - o A/E fees at 5% of the underlying costs are  $.05 \times \$285,714.29 = \$14,285.71$
    - o Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
    - o The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$300,000 \times .05 = \$15,000$ .
    - o The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%.
 The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.
  - f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of   0   hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.
4. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the NUSF will be the present value cost per NUSF of the offer for price evaluation purposes.

#### 4.06 AWARD (SEP 2013)

A. To document the agreement between the parties, the successful Offeror and the VA LCO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. VA249-16-L-0028 and any associated Lease amendments.
2. Form 3517B, General Clauses.
3. Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

### 5.01 GENERAL

Should any of the requirements referenced in VA249-16-R-0082 conflict with the requirements noted in the Agency Specific Requirements (ASR) or Security Factors Level II, the ASR and Security Factors Level II shall prevail.

### 5.02 CLAUSES INCORPORATED BY REFERENCE

As prescribed by FAR 52.102(a) the following clauses are incorporated by reference:

- 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2014)
- 52.222-6 Construction Wage Requirements (May 2014)
- 52.222-7 Withholding of Funds (May 2014)
- 52.222-8 Payrolls and Basic Records (May 2014)
- 52.222-9 Apprentices and Trainees (July 2005)
- 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
- 52.222-11 Subcontracts (Labor Standards) (May 2014)
- 52.222-12 Contract Termination – Debarment (May 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
- 52.222-14 Disputes Concerning Labor Standards (Feb 1988)
- 52.222-15 Certification of Eligibility (May 2014)

### 5.03 PROVISION INCORPORATED IN FULL

52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

### 5.04 DOCUMENTS TO SUBMIT WITH OFFER

Offers shall be submitted to VA at the above referenced locations.

Each offer must be compiled into two (2) separate volumes: one (1) for the technical proposal and one (1) for the price proposal. Each volume of the offer must be submitted on a separate compact disc (CD), in the following quantities:

Technical Proposal: two (2) CDs

Price Proposal: one (1) CD

Please note that the requested quantities of CDs are required in order for VA's technical review and evaluation of offers.

Offers shall be properly signed, initialed, converted to a PDF file, saved to CD and indexed **with bookmarks as indicated below**. Each CD cover/sleeve/holder as well as the actual CD shall be marked appropriately with the following information.

**NOTE: ALL INFORMATION MUST BE IN A LOCATION, TYPE SIZE AND COLOR THAT IS EASILY FOUND AND CLEARLY READABLE:**

- Name of Offering Entity and Offered Site
- VA249-16-R-0082 Louisville Warehouse
- "Initial Offer Volume 1-Technical Proposal" or "Initial Offer Volume 2-Price Proposal"
- Date of Submission

VA's technical reviewers cannot properly review or evaluate offers in which components are not clearly indexed or identified. Offers shall consist of the following documents which shall be organized on the CDs.

#### Volume 1-Technical Proposal

- Information that addresses award factors which are listed in Paragraph 4.04 of the Solicitation. (bookmark each of these narratives)
- Plans, written narratives, design concept, renderings, calculations, parking, occupancy timetables, mechanical and electrical systems, and energy efficiency of the proposed building as described in Paragraphs 2.03, 3.06, and 4.04 of the Solicitation (bookmark each of these sections i.e. mechanical narrative, mechanical design concepts, mechanical calculations, electrical narrative, electrical design concept etc.) (bookmark each item);
- Evidence of compliance with local zoning laws or evidence of variance, if any, approved by the proper local authority (bookmark);
- Proof of Site Ownership or Control(bookmark)
- Solicitation R101WH, Amendments and Clarifications (bookmark each)
- Form 3516, Solicitation Provisions (bookmark)

- Form 3517B, General Clauses (bookmark)
- Form 3518, Representations and Certifications, Addendum and SAMs registration (bookmark)
- Certification of Building Energy Performance (bookmark)
- Small Business Subcontracting Plan (bookmark)
- Agency Special Requirements (ASR) (bookmark)
- Security Requirements (bookmark)
- Pre-Lease Building Security Plan (bookmark)
- Form 12000-WH Prelease Fire Protection and Life Safety Evaluation (bookmark)
- Davis Bacon Wage Rates (bookmark)
- Drawings, plans and renderings in PDF (bookmark each) )
- Asbestos Certification (bookmark)
- Energy Star Label, if determined to not be cost-effective, narrative required (bookmark)

**Volume 2-Price Proposal**

- Form 1364C, Proposal to Lease Space (bookmark);
- Form 1217, Lessor's Annual Cost Statement (bookmark);
- Security Unit Price List (bookmark)
- Conditional Commitment of Funds (bookmark)